

08-SBd-62-KP 228.50/R230.34
(PM 141.98/143.13)
CA Bridge No.: 54-1272
AZ Bridge No.: 1488
In Earp,
Replace Colorado River Bridge
EA 378700
CA Dist. Agreement No. 8-1384 A-1
AZ JPA No. 05-078 Amendment One
AZ AG Contract No.: KR05-0810TRN

AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. 8-1384

This AMENDMENT NO. 1 to AGREEMENT NO. 8-1384, entered into effective on April 19, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALIFORNIA," and the STATE OF ARIZONA, acting by and through its Department of Transportation, referred to herein as "ARIZONA."

RECITALS

1. CALIFORNIA and ARIZONA hereto entered into Agreement No. 8-1384, on November 21, 2008, to replace the existing two (2) lane Colorado River Bridge (CA Br. No. 54-1000/AZ Br. No. 191) with a four (4) lane bridge (CA Br. No. 54-1272/AZ Br. No. 1488) striped for two (2) lanes of traffic on State Route 62 in San Bernardino County, California, and Route 95S1 in La Paz County, Arizona, referred to herein as "PROJECT."
2. Costs for the Bureau of Indian Affairs utility relocation will be paid for one hundred percent (100%) by ARIZONA.
3. It has been determined that it is necessary to amend the funding responsibilities to show CALIFORNIA providing the funding for one hundred percent (100%) of the design portion of PROJECT, including any additional funds necessary to complete the PROJECT design as shown in Exhibit A/1 attached to and made a part of this Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement No. 8-1384, Article 5, is hereby amended in its entirety to read as follows:

 “5. Cost for preparation of PS&E, preparing contract documents, advertising and awarding the construction contract for PROJECT is estimated to be \$2,200,000. CALIFORNIA will pay one hundred percent (100%) of the design costs for PROJECT and will pay all cost increases should the total exceed \$2,200,000.”
2. Under Section 1 of Agreement No. 8-1384, Article 1, is hereby amended in its entirety to read as follows:

 “1. Be responsible for one hundred percent (100%) of the costs for PS&E preparation, including costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT. PS&E is estimated to be \$2,200,000 and CALIFORNIA will be responsible for all design cost increases over \$2,200,000.”
3. Under Section 1 of Agreement No. 8-1384, Articles 2 and 3, are hereby deleted and no longer a part of said Agreement.
4. Under Section II of Agreement No. 8-1384, Articles 1 and 2, are hereby deleted and no longer a part of said Agreement.
5. Under Section II of Agreement No. 8-1384, Article 9, is hereby amended in its entirety to read as follows:

 “9. Pay one hundred percent (100%) of actual costs for adjustments of utilities located solely in Arizona with prior rights and required for construction of PROJECT.”
6. The new Exhibit A-1, dated December 30, 2009, replaces the original Exhibit A of Agreement No.1384, and is hereby attached to and made a part of that Agreement No.1384 and any reference to Exhibit A in the agreement is deemed to be references to Exhibit A-1.
7. All other terms and conditions of said Agreement No. 1384 shall remain in full force and effect.
8. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1384.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


RANDELL H. IWASAKI
Director

By: 
CC RAYMOND W. WOLFE, PhD
District Director


STATE OF ARIZONA DEPARTMENT
OF TRANSPORTATION

By: 
SAM MAROUFKHANI, P.E.
Deputy State Engineer

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: 
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:


By: 
Accounting Administrator

EXHIBIT A-1

DATED FEBRUARY 10, 2010

ESTIMATED SUPPORT/CAPITAL EXPENDITURES						
PROJECT PHASE		CALIFORNIA		ARIZONA		TOTALS
		AMOUNT	%	AMOUNT	%	
Design Phase Plans, Specification & Estimates to Bid and Award	Support Only	\$2,200,000	100	0	0	\$2,200,000
Right of Way	Support	\$ 200,000	100*	\$ 858,950	100%*	\$1,058,950
	Capital	\$ 189,000	100*	\$1,836,000	100%*	\$2,025,000
TOTALS		\$2,589,000		\$2,694,950		\$5,283,950

* Each State will pay 100% of support and capital costs for right of way activities associated with work in their respective States. CALIFORNIA will pay all design costs and any increases over \$2,200,000.

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8849 Facsimile: 602.542.3646 E-mail: Joe.Acosta@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0810TRN (**JPA 05-078**), an Agreement between public agencies, i.e., The State of Arizona and The State of California, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 7, 2010

TERRY GODDARD
Attorney General



JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section

JA:ln: #778279
Attachment